

## REMARKS

Claims 7-25 are pending in the application.

Pursuant to 37 C.F.R. 1.116 (b)(1), Applicant amends Claims 13, 18, and 24 to comply with the requirement of form expressly set forth in a previous Office Action by the Examiner, and without intent to narrow the claims.

Applicant amends Claims 21 and 22 into independent form. Applicant cancels Claim 20 without waiver of the subject matter contained therein, and reserves the right to represent the subject matter described in Claim 20 in either this patent application, a continuation patent application, or a divisional patent application.

The amendment adds no new matter to the application.

### **35 U.S.C. § 103(a) Rejections**

The Office Action rejects Claims 7-25 under 35 U.S.C. 103(a) as being unpatentable over Yamada, (U.S. Pat. Pub. 2003/0135748) in view of Philip J. Hayward (GB 2369205 A), hereinafter referenced as Hayward.

To establish *prima facie* obviousness, the combination of Yamada modified by Hayward must teach or suggest each and every limitation of the rejected claims. Applicant respectfully submits that Yamada modified by Hayward fails to teach each and every limitation of the independent claims.

### **Claim 13**

Claim 13 recites "to determine whether the content specified in the message is stored in the communication device in correlation with the user

identification retrieved from the module," where "in response to the determination that the content is stored in correlation with the user identification retrieved from the module, to disable use of the content," which the combination of Yamada and Hayward fails to teach or suggest.

The Office Action, page 4, asserts that "Yamada discloses cancelling the execution of the use of content based upon different UIMIDs." In particular, Yamada, paragraph [0143], recites that "CPU 410 first obtains ... a UIMID corresponding to the JAVA AP to be executed (Step S601)," where "the UIMID obtained in Step 601 is that of a UIM 51 inserted in portable phone 41 at the time of downloading the JAVA AP." "Subsequently, CPU 405 obtains a UIMID stored in UIMID storage area 410a, which is that of a UIM which is presently inserted in the portable phone 41 (Step S602)," as recited in Yamada, paragraph [0143].

Yamada, paragraph [0144], recites that "CPU 405 compares a UIMID of a UIM 51 inserted in portable phone 41 at the time of downloading a JAVA AP... with a UIMID of a UIM 51 which is presently inserted in phone 41."

Yamada, paragraph [0145], further recites that "In the case that the two UIMIDs do not agree with each other ... CPU 405 cancels execution of the JAVA AP...." Furthermore, Yamada, paragraph [0146] recites that "in the case that the two UIMIDs agree with each other ..., CPU 405 permits execution of the Java AP ... because the user requesting the execution of the JAVA AP is the one who has downloaded the JAVA AP from the content server 10." In contrast, Claim 13 recites "to disable use of the content" when the "content is stored in correlation with the user identification retrieved from the module." Hayward is also non-availing.

Accordingly, the asserted combination of Yamada modified by Hayward fails to teach or suggest "to disable use of the content" when the "content is stored in correlation with the user identification retrieved from the module."

For at least these reasons, the Office Action fails to establish the *prima facie* obviousness of Claim 13. Applicant therefore requests that the rejections of Claim 13 and the claims dependent thereupon be withdrawn.

### **Claim 22**

Claim 22 recites that "in response to determination that the content specified in the message is stored in the memory of the communication terminal in correlation with the user identification, controlling the content stored in the memory of the communication terminal based upon the message, wherein in response to determination that the content specified in the message is stored in the memory of the communication terminal in correlation with the user identification of the module, modifying a content management table stored on the module to disable use of the content with any communication terminal operated in conjunction with the module," which is patentably distinct from the combination of Yamada as modified by Hayward.

Applicant respectfully submits that the combination of Yamada and Hayward fails to teach or suggest the limitations of "in response to determination that the content specified in the message is stored in the memory of the communication terminal in correlation with the user identification of the module." To the contrary, the Office Action states that "Hayward discloses a message being sent from the database server to the personal data device to delete the contents in the storage means." Accordingly, modifying Yamada with

Hayward, the resulting system would delete the content regardless of whether a determination of "whether the content specified in the message is stored in a memory of the communication terminal in correlation with the user identification" is made by the communication terminal, as recited by Claim 22.

In addition, Claim 22 recites "modifying a content of a management table stored on the module to disable use of the content with any communication terminal operated in conjunction," which contrary to the assertion of the Office Action, Hayward fails to teach or suggest. The Office Action, page 7, rejects Claim 22 on the same basis of Claim 9, which cites Hayward, page 22, lines 5-23.

Contrary to the assertion of the Office Action, Hayward, page 22, lines 6-9, recites that the "database server compares the data store in the personal data device with that stored for the device in the database, and if appropriate, [the database server] updates the version stored in the database using the data stored in the personal data device." Clearly, the database server is not the same as the "communication terminal" recited in Claim 22.

Hayward, page 22, lines 5, further recites signaling "the personal data device to delete... any electronic signatures held in the personal data device so that the data cannot be used by an unauthorized user" or "using the reset facility 193 to reset all the variables stored in the personal data device to default values." In other words, Hayward describes deleting the personal data stored on the personal data device. However, deleting the personal data on one personal data device is not the same as "modifying a content management table stored on the module to disable use of the content with any communication terminal operated in conjunction with the module," as recited in Claim 22. As a result,

Yamada modified by Hayward, as described in the Office Action, fails to teach or suggest each and every limitation as recited in Claim 22.

Furthermore, contrary to the assertions of the Office Action, Hayward, page 22, lines 5-10, describes that "the database server signals the personal data device" or "updates the version stored in the data base [of the server] using the data stored in the personal data device" after "being notified that the personal data device is no longer in position of the authorized user." However, this is not the same as "modifying a content management table stored on the module to disable the use of the content with any communication terminal operated in conjunction with the module," as recited in Claim 22, because the content management table is not the same as the content stored in the memory of the communication terminal.

As a result, the combination of Yamada and Hayward fails to teach or suggest each and every limitation of Claim 22. Therefore, Applicant respectfully requests withdrawal of the rejection of Claim 22 and the claims dependent thereupon.

### Claim 7

Claim 7 recites "in response to the determination that the specified content is stored in the memory in correlation with the module user identification, the processor further configured to disable use of the specified content stored in the memory," which Yamada modified by Hayward fails to teach or suggest.

As discussed above, Yamada, paragraph [0144], recites that "CPU 405 compares a UIMID of a UIM 51 inserted in portable phone 41 at the time of downloading a JAVA AP... with a UIMID of a UIM 51 which is presently inserted in phone 41." Yamada, paragraph [0146] describes that "in the case that the two UIMIDs agree with each other ..., CPU 405 permits execution of the Java AP ... because the user requesting the execution of the JAVA AP is the one who has downloaded the JAVA AP from the content server 10."

In sharp contrast, Claim 7 recites that "the processor [is] further configured to disable use of the specified content stored in the memory" when "the specified content is stored in the memory in correlation with the module user identification," where the "module user identification" is retrieved "from the module."

As a result, Yamada modified by Hayward fails to teach or suggest each and every limitation of Claim 7. For at least these reasons, the Office Action fails to establish the *prima facie* obviousness of Claim 7. Applicant therefore requests that the rejections of Claim 7 and the claims dependent thereupon be withdrawn.

### **Claim 21**

Claim 21 recites "erasing the content from the memory of the communication terminal" based upon the message when "the content specified in the message is stored in the memory of the communication terminal in correlation with the user identification," where the "communication terminal [is] identified with a user identification" used to connect to a communication network.

Contrary to the assertion, on page 7, of the Office Action, Yamada, paragraph [0102] describes "In the case that UIMID transmitted from UIM 50 presently inserted in phone 40 does not agree with the UIMID stored in owner information registration area 410b... in the case that it is determined that the UIM 50 presently inserted in phone 40 is not owned by the owner of the phone 40.... CPU cancels the execution of a reading operation."

In sharp contrast, Claim 21 recites "connecting, with a communication terminal identified with a user identification, to a communication network" where "in response to determination that the content specified in the message is stored in the memory of the communication terminal in correlation with the user identification, controlling the content stored in the memory of the communication terminal based upon the message." Thus, Yamada modified by Hayward fails to teach or suggest each and every limitation of Claim 21.

For at least these reasons, the Office Action fails to establish the *prima facie* obviousness of Claim 21. Applicant therefore requests that the rejections of Claim 21 and the claims dependent thereupon be withdrawn.

**Conclusion:**

Applicant believes that the application is now in condition for allowance and respectfully requests a Notice of Allowance be issued. Applicant respectfully requests that the Examiner contact the undersigned attorney, at the telephone number provided below or by email, to arrange a telephone conference regarding the amended application in hopes of expeditious examination and/or allowance of the now pending claims.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Karl F. Horlander', written in a cursive style.

Karl F. Horlander  
Attorney Reg. No. 63,147  
khorlander@usebrinks.com  
Attorney for Applicants

KFH/slh  
BRINKS HOFER GILSON & LIONE  
**CUSTOMER NO. 27879**  
Telephone: 317-636-0886  
Facsimile: 317-634-6701